



County of Los Angeles Public Library ■ www.colapublib.org
7400 East Imperial Hwy., Downey, CA 90242 ■ (562) 940-8400



Margaret Donnellan Todd
County Librarian

July 09, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AGREEMENT FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
WITH THE CITY OF CULVER CITY
(SUPERVISORIAL DISTRICT 2) (3 VOTES)**

SUBJECT

The Public Library is recommending that the Board of Supervisors (Board) approve an agreement for landscape and grounds maintenance services with the City of Culver City (City). The agreement is for five (5) years, effective upon Board approval through June 30, 2018.

IT IS RECOMMENDED THAT THE BOARD:

Approve and instruct the Chairman to sign the attached five-year agreement for landscape and grounds maintenance services with the City of Culver City for the Japanese Rock Garden located at the Culver City Julian Dixon Library, at a total cost of \$86,276, effective upon Board approval through June 30, 2018.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Government Code section 6502 allows public agencies to contract to perform services for one another. Under this authority, the Board may contract with the City for the landscape and grounds maintenance of the Japanese Rock Garden. The rock garden requires specialized care which the City has provided since 1975. The Public Library is satisfied with the services currently provided by the City and wishes to continue the relationship with the City. The existing agreement with the City expired on June 30, 2013.

Approval of the recommended action will allow the continuation of the landscape and grounds

maintenance services with minimal interruption.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan goal in the area of Organizational Effectiveness (1).

FISCAL IMPACT/FINANCING

Under the terms of the recommended agreement, the City will provide landscape and grounds maintenance services over a term of five (5) years. The total cost of the agreement is \$86,276.

The City will invoice the Public Library at the start of each fiscal year. In the event that the City is prevented from performing the landscape and grounds maintenance services for the rock garden, the City will return to the Public Library the pro-rata portion of any annual payment prepaid by the Public Library.

The agreement rate is reasonable based on the Public Library's experience in this area. The cost of the agreement will be paid from the Public Library's existing operating budget through June 30, 2018.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 20, 2008, the Board approved an agreement with the City of Culver City for the same services for a term of five (5) years, effective Board approval through June 30, 2013.

The recommended agreement is authorized by Government Code Section 6502.

The standard County contract provisions for services from the private sector are not applicable to a contract for services by a city. The recommended agreement was approved by County Counsel as to form.

CONTRACTING PROCESS

Since this is an intergovernmental agreement, no competitive bid is required.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended agreement will allow the continuation of the grounds maintenance services for the affected Public Library facility with minimal interruption.

CONCLUSION

Please return to the Public Library two fully conformed copies of the agreement with original signatures.

The Honorable Board of Supervisors

7/9/2013

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Respectfully submitted,

A handwritten signature in cursive script, reading "Margaret Donnellan Todd". The signature is written in dark ink on a light background.

MARGARET DONNELLAN TODD

County Librarian

MDT:YDR:EM:ml

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

GROUNDS MAINTENANCE AGREEMENT

Between the

COUNTY OF LOS ANGELES, CALIFORNIA

and the

CITY OF CULVER CITY, CALIFORNIA

This agreement entered into this _____ day of _____ 2013 by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and the City of Culver City, hereinafter referred to as "CITY." ("this Agreement").

WHEREAS, COUNTY is desirous of contracting with CITY for the maintenance of the area known as the Japanese Rock Garden on the grounds of the County Library building located at 4975 Overland Avenue, Culver City (the "Rock Garden"); and

WHEREAS, CITY is agreeable to performing such functions on the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized by Title 1, Division 7, Chapter 5, Section 6502 of the Government Code.

WHEREAS, pursuant to the Culver City Municipal Code Section 3.07.075, the City Manager may execute this Agreement on behalf of City.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein below, it is mutually agreed by the parties hereto as follows:

1. In consideration for maintenance and services, COUNTY agrees to pay to CITY the total sum of Eighty-six Thousand Two Hundred Seventy-six Dollars (\$86,276.00). Payments shall be paid on demand in the following manner:

Year 1:	Contract execution	\$14,132.00
Year 2:	July 1, 2014	\$15,545.00
Year 3:	July 1, 2015	\$17,100.00

Year 4:	July 1, 2016	\$18,809.00
Year 5:	July 1, 2017	\$20,690.00.

2. This Agreement shall be for a term of five (5) years, commencing upon execution of the parties and terminating on June 30, 2018, unless terminated early as provided herein.
3. CITY shall maintain in a good and workmanlike manner the area known as the Rock Garden; and said maintenance to consist of mowing and edging grassed areas, pruning of shrubs, cultivation of flower beds, application of water, furnishing and applying insecticides and fertilizer, renovation and seeding of lawn areas at least once during the year, if necessary, and maintenance of the sprinkler control system including sprinkler heads and risers (the "Grounds Maintenance").
4. In the event CITY is prevented from performing the Grounds Maintenance services for Rock Garden, CITY shall return to COUNTY the pro-rata portion of each annual payment prepaid by COUNTY with such proration computed on the basis of a 365 day year any annual payment prepaid by County.
5. For the purpose of performing the Grounds Maintenance, CITY shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the Rock Garden at a level of appearance comparable to CITY'S courtyard at City Hall..
6. CITY shall have the option to sub-contract for the Grounds Maintenance of the Rock Garden without prior consent of COUNTY and, as long as the Rock Garden is maintained in accordance with paragraphs 3 and 5 of this Agreement and all indemnity and insurance requirements set forth below are met..
7. COUNTY may replace, at its discretion, all plants, shrubs, and trees upon notification of such need from CITY. Except as necessary to complete the obligations set forth in paragraphs 3 and 5, CITY shall not alter the

landscape in any manner not otherwise provided for herein without the express written consent of COUNTY.

8. COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any CITY or its sub-contractor personnel performing services hereunder for COUNTY.
9. CITY shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees and agents (COUNTY) from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CITY'S acts or omissions arising from or relating to this Agreement. If CITY sub-contracts all or any part of this grounds maintenance services, then CITY also shall require the sub-contractor to indemnify, defend and hold harmless the COUNTY.
10. Without limiting the CITY's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the CITY shall provide and maintain insurance coverage satisfying the following requirements. The CITY shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any CITY employee for injuries arising from or connected with services performed at the request of or on behalf of the CITY. The CITY shall maintain general liability insurance with limits of not less than \$1 million per occurrence and naming the COUNTY as an additional insured, auto liability insurance with limits of not less than \$1 million each accident, and workers compensation insurance including Employers' Liability coverage with limits of not less than \$1 million. Such insurance shall be primary and not contributing to any commercial or self-insurance programs maintained by the COUNTY and may be provided by the CITY'S self-insurance program or a combination of that program and other insurance coverages. If the CITY sub-contracts all or any part of this landscape and grounds maintenance services agreement, then the CITY shall require the

sub-contractor to maintain the same types and limits of insurance coverage outlined in this paragraph.

11. Either party shall have the right to terminate this Agreement, at any time, upon giving 30-days' prior written notice to the other party. In the event of such a termination, CITY shall return to COUNTY the pro-rata portion of any annual payment prepaid by COUNTY with such proration computed on the basis of a 365 day year.
12. This Agreement shall not be valid and does not impose any obligation upon COUNTY unless and until funds are appropriated by COUNTY for the purposes set forth herein and CITY shall have no obligation under this Agreement if such funds are not appropriated and paid to CITY as provided herein.

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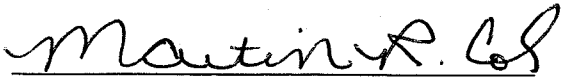
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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed upon the day and year first above written.

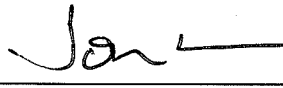
ATTEST:

CITY OF CULVER CITY:



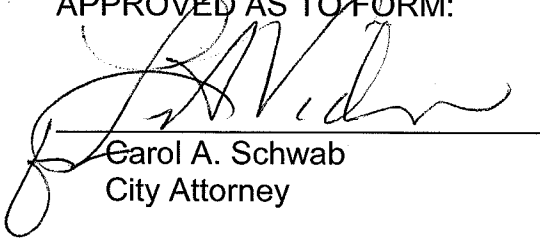
Martin R. Cole
City Clerk

By: _____



John Nachbar
City Manager

APPROVED AS TO FORM:



Carol A. Schwab
City Attorney

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

COUNTY OF LOS ANGELES

By: _____

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

JOHN KRATTLI
County Counsel

By: _____



Jill M. Jones
Deputy County Counsel